

BEFORE THE  
POSTAL REGULATORY COMMISSION  
WASHINGTON, D.C. 20268-0001

COMPETITIVE PRODUCT PRICES  
PARCEL SELECT  
PARCEL SELECT CONTRACT 44

Docket No. MC2021-42

COMPETITIVE PRODUCT PRICES  
PARCEL SELECT CONTRACT 44 (MC2021-42)  
NEGOTIATED SERVICE AGREEMENT

Docket No. CP2021-43

**NOTICE OF THE UNITED STATES POSTAL SERVICE OF  
FILING RESUBMISSION TO REQUEST**  
(December 29, 2020)

The United States Postal Service hereby provides notice of filing a revised Attachment B to its request, which was originally filed in this docket on December 7, 2020. The revised redactions in Attachment B address comments made by the Commission in footnote 3 to Order No. 5783 regarding the expiration date and extension terms of the contract. No changes have been made to the contract itself.

Respectfully submitted,

UNITED STATES POSTAL SERVICE

By its attorney:

Sean C. Robinson

475 L'Enfant Plaza, SW  
Washington, D.C. 20260-1137  
(202) 268-8405  
[Sean.C.Robinson@usps.gov](mailto:Sean.C.Robinson@usps.gov)  
December 22, 2020

**ATTACHMENT B TO REQUEST**  
**REDACTED SHIPPING SERVICES CONTRACT**  
**(Corrected version filed December 29, 2020)**

[REDACTED]

**SHIPPING SERVICES CONTRACT  
BETWEEN  
THE UNITED STATES POSTAL SERVICE  
AND  
[REDACTED]  
REGARDING  
PARCEL SELECT SERVICE**

This contract for shipping services (this "Contract") is made by and between [REDACTED] a limited liability company organized and existing under the laws of [REDACTED] with its principal office at [REDACTED], on behalf of itself and its affiliates (collectively known as "Customer") and the United States Postal Service (the "Postal Service" or "USPS"), an independent establishment of the Executive Branch of the United States Government established by the Postal Reorganization Act, Public Law 91-375, with its principal office at 475 L'Enfant Plaza, SW, Washington, DC 20260. The Postal Service and Customer are referred to herein collectively as the "Parties" and each as a "Party." [REDACTED] attached hereto, which may be updated from time to time. "Affiliate" means any other entity that, directly or indirectly, controls, is controlled by, or is under common control with [REDACTED]

WHEREAS, it is the intention of the Parties to enter into a shipping services contract that will benefit the Postal Service, the postal system as a whole, and Customer, and its customers, and that will comply with the requirements of Title 39 United States Code, as amended by the Postal Accountability and Enhancement Act of 2006.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**I. Terms**

The following terms apply as of the effective date, as defined below:

- A. DMM. Except to the extent different terms or prices are specified in this Contract, applicable provisions of the "Domestic Mail Manual" or "DMM" (as may be regularly updated by the Postal Service and posted at [http://pe.usps.com/text/dmm300/dmm300\\_landing.htm](http://pe.usps.com/text/dmm300/dmm300_landing.htm)) and of other postal laws and standards, including USPS Publication 52 – Hazardous, Restricted, and Perishable Mail, apply to mail tendered under this Contract.
- B. Contract Packages. This Contract applies to Customer's outbound packages of the following types (collectively "Contract Packages") :
  - 1. Parcel Select Lightweight Destination Delivery Unit ("DDU") entry packages [REDACTED] ("PSLW"); and

- [REDACTED]
2. Parcel Select pound rated DDU entry packages addressed to any Zip Code outlined in Attachment A (“PSH”).

Contract Packages will be delivered by the Postal Service Monday through Saturday,

[REDACTED]

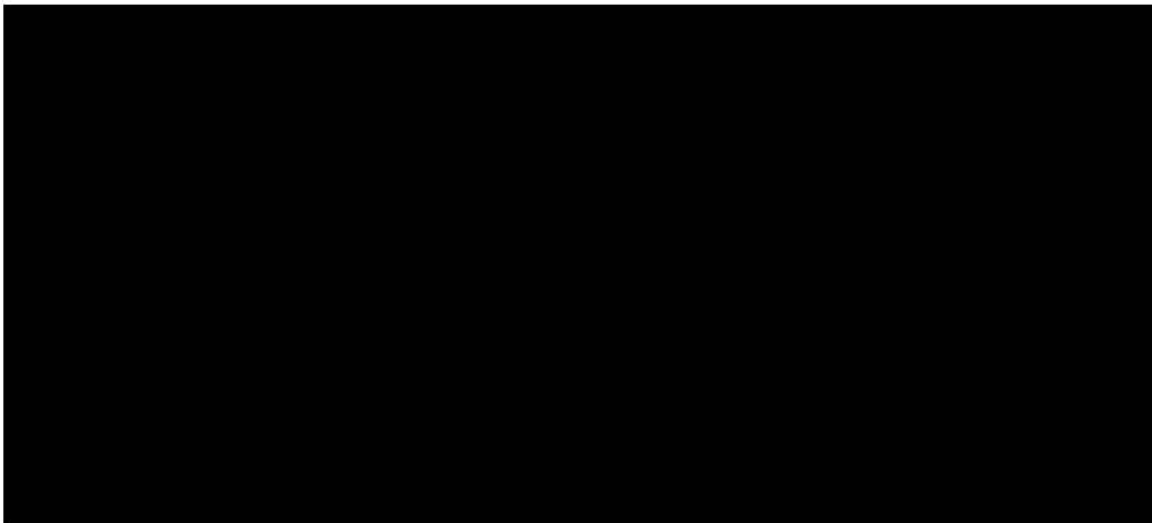
- C. Reselling. [REDACTED] Customer tendering packages to DDUs, Customer expressly commits to not offer, sell, or allow the use of Contract Pricing provided in this Contract to any other entity or party (i.e. “reselling”). Subject to the above exception, Customer will also not extend pricing to a third party under this Contract, including commercial published pricing for the products defined in Section I.B, or any prices below commercial published pricing. For the avoidance of doubt, a violation of this section will constitute a material breach of this Contract. This requirement may be waived in writing by the Postal Service.
- D. Manifest. Customer will manifest Contract Packages as specified by the Postal Service, using a separate permit number to ship such packages, and will use the Electronic Verification System (“eVS”), successor eVS system or other approved payment method directly with the Postal Service (without intermediaries or Third Party Payment vendors). For avoidance of doubt, Customer’s packages shipped using a different pay method are not covered by this Contract and will not receive Contract Prices in this Contract. The Parties have mutually agreed to specific Customer Registration ID, Mailer ID and Payment Method information that must be associated with Contract Packages. Contract pricing for any newly approved payment methods will be effective within fifteen (15) business days after the Postal Service receives written notification from Customer. Only Contract Packages [REDACTED] and PSLW DDU packages shipped from authorized permits (“Total Parcel Select Volume”) count toward the Annual Volume Target expressed in Section I.F below as well as all other volume measurements expressed in this Contract; provided that only Contract Packages will count towards the [REDACTED] in Section I.F below.

Customer’s Contract Packages are [REDACTED]

[REDACTED]

- E. Contract Calendar. The terms and prices contained herein will take effect on the effective date as defined in Section II below. The “Contract Years” or “CYs” and “Contract Quarters” are defined in Table 1 below:





F. Annual and [REDACTED] Growth Targets:

1. Each year, Customer will endeavor to meet the following minimum annual growth targets for Customer's Total Parcel Select Volume ("Annual Growth Targets") and the [REDACTED] for Contract Packages for [REDACTED] (collectively the "Volume Targets").

The Annual Growth Target is agreed for Contract Year 1 pursuant to Table 2 below. [REDACTED]

[REDACTED] Customer has provided in accordance with the parameters set forth in Section I.F.3 below. Such documentation will follow the same format of Table 2 below.

<i>Table 2</i>		
<i>Annual Growth Target</i>		
<i>Year</i>	[REDACTED]	<i>Total Target</i>
<i>CY 1</i>	[REDACTED]	

2. Notification Timing. During the Outer Years, in accordance with the below parameters, the [REDACTED] will be provided by Customer as follows: [REDACTED]. The Annual Growth Target will likewise be provided by Customer at least [REDACTED] prior to the beginning of the applicable Contract Year.<sup>1</sup>

<sup>1</sup> For example, Customer will provide the [REDACTED] each year by [REDACTED] and the CY Annual Volume Target by [REDACTED].



[REDACTED]

3. Outer Years Minimum Annual [REDACTED] Target Parameters.  
Beginning in CY2, each year, when Customer provides its Growth Targets, Customer will endeavor to target the following minimum amount of annual growth set forth in (i) below. Beginning in CY2, [REDACTED] must conform to the minimum parameter set forth in (ii) below, which will be used to calculate whether [REDACTED] are applied.

i. The minimum Annual Growth Targets in any one Contract Year should be [REDACTED] the Total Parcel Select Volume Shipped during the prior twelve (12) month period ending [REDACTED]<sup>2</sup>; provided that no more than [REDACTED] after CY1, Customer will be entitled to Annual Growth Targets that are [REDACTED] than the Total Parcel Select Volume Shipped during the prior twelve (12) month period ending September 30<sup>th</sup> [REDACTED]. In order for Customer to declare a Contract Year as the [REDACTED], Customer must provide the Postal Service notice of its intention to do so no later than [REDACTED]. Notwithstanding, Customer may withdraw its declaration of the [REDACTED] provided that [REDACTED]

ii. The [REDACTED] in any [REDACTED] are [REDACTED] of Contract Packages shipped [REDACTED] during the Same Period Last Year ("SPLY")<sup>3</sup>; provided that this parameter will not apply to [REDACTED] in the [REDACTED].

The volumes needed to achieve the minimum targets in this section may be adjusted pursuant to Sections I.N, I. K.2, I. K. 3 and Schedule 2 of this Contract.

<sup>2</sup> For example, the minimum Annual Growth Target for Contract Year 2 shall be [REDACTED] the Total Parcel Select Volume shipped during the period [REDACTED] through [REDACTED].

<sup>3</sup> For example, the minimum [REDACTED] in CY3 shall be [REDACTED] the volume shipped [REDACTED] in CY2, and the [REDACTED] in CY2 shall be [REDACTED] the volume shipped [REDACTED] in CY2.

[REDACTED]

G. Overall PSLW Mix Target. Beginning in 2021, out of Customer's Total Parcel Select Volume, no greater than [REDACTED] will be targeted as PSLW packages ("PSLW Mix Threshold").

H. Contract Surcharges. The following "Contract Surcharges" in this section are applicable to volume shipped during the Contract Years set forth below:

1. Overall PSLW Mix Surcharge. Customer's volume of PSLW packages as a proportion of Customer's Total Parcel Select Volume ("PSLW Mix") will be monitored on a quarterly basis by the Parties. Should Customer's PSLW Mix exceed the PSLW Mix Threshold in a given Contract Quarter [REDACTED]

[REDACTED], Customer will pay the Postal Service the difference between the prices paid and the prevailing published PSLW prices as of the date of the manifest for all PSLW packages ("PSLW Mix Surcharge") [REDACTED]; provided that if Customer's PSLW Mix in aggregate for [REDACTED] Customer will not be required to pay the PSLW Mix Surcharge [REDACTED]. For clarity, if a surcharge is imposed, such surcharge will only be applied [REDACTED]

[REDACTED]. The PSLW Mix Surcharge is the Postal Service's exclusive remedy for Customer exceeding the PSLW Mix Threshold.

The PSLW Mix Surcharge is applicable to volume shipped during [REDACTED]

2. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

A by providing notice within 30 days of notification after the close of CY2Q1.

[REDACTED]

[REDACTED]

[REDACTED]

3. PSLW Surcharge Calculation Exception. In the event that Customer has an active Shipping Services Contract with the Postal Service for Parcel Select [REDACTED]

[REDACTED]

4. Surcharge Order of Application. Surcharges pursuant to Section I.H for each Contract Quarter will be calculated separately in the event that the PSLW Mix



[REDACTED]

Threshold [REDACTED] and [REDACTED]  
[REDACTED]

5. Notification and Payment of Surcharges. The Postal Service and Customer will calculate any surcharges pursuant to Section I.H after the close of each Contract Quarter. Payment of surcharges is due within [REDACTED] after the Parties have agreed on the total amount payable.
6. Waiver or Reduction of Surcharges. The Postal Service reserves the right at its sole discretion to waive or reduce any surcharges for any Contract Quarter pursuant to Section I.H.

I. Contract Pricing

1. Initial Pricing. From the effective date of this Contract [REDACTED] prices as illustrated in Exhibit 1 for its Contract Packages. From [REDACTED] thereafter, being the “Annual Rate Change Date”) Customer will pay prices as illustrated in Exhibit 2 for its Contract Packages [REDACTED]

<sup>4</sup> Example 1: [REDACTED]

Example 2: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

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[REDACTED]



- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- J. Forecasting. [REDACTED], Customer will provide the Postal Service (including via email) with a refreshed, non-binding, [REDACTED] rolling forecast for the next [REDACTED], including both [REDACTED] (the "Rolling Forecast"). Such forecast is meant to estimate the amount of Total Parcel Select Volume Customer will tender in good faith, but is not a guarantee of the amount of Total Parcel Select Volume the Postal Service will receive. Customer will not deliberately over- or under-estimate the amount of Total Parcel Select Volume Customer will tender. For purposes of determining whether Customer exceeded forecasted volume as set forth in Section I. K. 2. A and B, the forecasted volume for a DDU will not change for a given delivery day [REDACTED] unless mutually agreed upon by the Parties.

If, over the course of the Contract, the Postal Service believes the forecast is not reasonably representative of the amount of Total Parcel Select Volume it is receiving on a [REDACTED] level, the Postal Service and Customer will follow the Escalation; Meet and Confer procedures set forth in Section XX in order to identify ways to improve the forecast.

In addition, if the Postal Service is able to reasonably demonstrate that Customer's forecast has consistently and substantially over estimated beyond historical levels the amount of Contract Packages into a particular [REDACTED]

[REDACTED]

- K. Service Endeavors, Performance Measurement and [REDACTED]

[REDACTED]

1. Service Endeavors, Route Book and Same Day Delivery. Customer will endeavor to “successfully enter” its DDU packages according to a mutually agreed upon Ops MOU (as defined and set forth in Section 4 below), which documents the agreed times that Contract Packages must be tendered by Customer to each DDU in order to receive “same-day” (or, if mutually agreed, “next-day”) delivery. “On-time” means that a package was received by the recipient the same-day (or, if mutually agreed, the next-day after) the package was Successfully Entered. The portion of on-time packages of Total Parcel Select Volume with valid “Start-The-Clock” scans will be the “on-time %”. “Successfully Entered” is defined in Schedule 3 and the Ops MOU. The Parties will target [REDACTED] on-time delivery for Successfully Entered volume.

2. Measurement. Beginning with [REDACTED], on-time service performance will be measured continuously, but [REDACTED] may only occur if the Postal Service’s performance is lower than the “Performance Lever Rate” on a rolling [REDACTED] basis, excluding entries altogether where volume was not Successfully Entered.

[REDACTED]

[REDACTED] Performance measured on a quarterly basis will also exclude [REDACTED]

[REDACTED] Performance Lever Rates are as follows:

[REDACTED]

[REDACTED] for purposes of performance begins with [REDACTED]

[REDACTED] is defined as the remainder of the calendar year.

For purposes of determining whether the [REDACTED] Performance Lever Rates are met for the [REDACTED] and quarterly calculations in Sections I.K.2 and I.K.3, on-time service performance will be rounded to the nearest tenth of a percent by rounding only the first digit representing a fraction of a percent. For example, [REDACTED]

The applicable Performance Lever Rate for any rolling [REDACTED] or quarterly period with [REDACTED] days will be volume weight averaged for determining whether the rolling [REDACTED] and quarterly calculations in Section I.K.2 and I.K.3 are met. For clarity, to determine the volume weight averaged Performance Lever Rate for a rolling [REDACTED] that has [REDACTED] Days, the Total Parcel Select Volume Successfully Entered for delivery on [REDACTED] days will be multiplied by [REDACTED] and the Total Parcel Select Volume successfully entered for delivery on [REDACTED] days will be multiplied by [REDACTED]. To arrive at the volume adjusted Performance Lever Rate the sum of that calculation will then be divided



[REDACTED]

by the total number of Successfully Entered packages during the period in question. Likewise, to determine the volume weight averaged Performance Lever Rates applicable to Contract Quarter 1 which contains both [REDACTED] days, the Total Parcel Select Volume Successfully Entered for delivery on [REDACTED] days will be multiplied by [REDACTED], and the Total Parcel Select Volume Successfully Entered on [REDACTED] will be multiplied by [REDACTED]. To arrive at the volume adjusted Performance Lever Rates for [REDACTED] the sum of those calculations will then each be divided by the total number of Successfully Entered packages during the period in question.

Whether a package is on-time or not on time will be determined [REDACTED] data which includes "Start-The-Clock" [REDACTED] and "Stop-The-Clock" scan events applicable to Contract Packages. Unless proven otherwise by the Postal Service, evidence of a "Start-The-Clock" scan code and lack of a "Stop-The-Clock" scan code will evidence a late delivery. Should the Postal Service believe the [REDACTED] or Scanning data is inaccurate, the Postal Service will provide reasonably prompt notice to Customer, and the Parties will follow the Escalation; Meet and Confer procedures set forth in Section XX to reconcile using available evidence. Should Customer [REDACTED]

[REDACTED] In addition, Customer will provide all data used for purposes of calculating quarterly on-time performance [REDACTED].

The following packages will be excluded from the performance calculation entirely for the applicable rolling [REDACTED] as well as the quarterly [REDACTED] periods set forth in Section I.K.3:

- a. [REDACTED]
- b. [REDACTED]

c.

If after a [REDACTED] period it is determined that the on-time service performance of Total Parcel Select Volume is less than the applicable Performance Lever Rate for packages addressed to ZIP Codes within a DDU's service area, then [REDACTED]

3. If after a quarterly period it is determined that the on-time service performance of Total Parcel Select Volume is less than the applicable Performance Lever Rate for packages [REDACTED], then Customer may reduce its future Volume Targets [REDACTED] as set forth below (Customer's resulting growth rates are its "Performance Adjusted Growth Rates").

Lever Rate

Lever Rate

**for purposes of performance begins with**

**Period" is defined as the remainder of the calendar year.**

<sup>6</sup> The following hypothetical example is provided to illustrate how packages that are deemed shipped are used to determine whether [REDACTED] are achieved:



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4. Mutually Agreed Operational Procedures

The Parties will adhere to mutually agreed upon Memorandum of Understanding regarding Operational Procedures (“Ops MOU”) as it pertains to Parcel Select pounded rated and PSLW packages.

[REDACTED]

Any modifications to the foundational terms and conditions contained in Schedule 3 will require an amendment to this Contract as well as the Ops MOU. Any revisions to non-foundational terms contained in the Ops MOU must be mutually agreed upon by

[REDACTED]

Directors of both Parties and then documented as an Amendment to the MOU prior to becoming effective.

L.

[REDACTED]

M.

[REDACTED]

N. Additional [REDACTED]. Attached as Schedule 2 to this Contract is a description of circumstances mutually agreed to by the Parties that will result in adjusting the calculation of the [REDACTED]. Any adjustments to the calculation [REDACTED] will

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<sup>7</sup> For clarity, in this example, the calculation will begin again with Quarter C.

[REDACTED]

be calculated by the Parties and applied only as prescribed in Schedule 2. The Parties may modify Schedule 2 through written mutual agreement at any time.

- O. Quarterly Business Reviews. The Parties will, within thirty (30) calendar days after the conclusion of each full Calendar Quarter in each Contract Year, jointly conduct a business review of Customer's performance expectations under this Contract either in person, by telecom, or by webinar.
- [REDACTED]

If either Party is unable to conduct a business review within thirty (30) calendar days after the conclusion of a Calendar Quarter it will notify the other Party in writing (i.e., email or U.S. mail) as provided in Section X below of that fact and propose a date as soon as practicable thereafter. While participation in the business review is encouraged during the term of the Contract, a lack of participation by either Party will not affect Customer's eligibility for the contract prices nor the volumes required for such Contract prices that may be set forth in Exhibit 1 or constitute a breach of this Contract.

- P. Record Keeping and Audit. Customer will respond to the Postal Service's or its designated auditor's quarterly and/or yearly transaction confirmations related to Postal Service transactions under this Contract; and such other assistance as required by the Postal Service or its designated auditors in connection with Customer's performance under this Contract.
- Q. If at any time a price determined by this Contract in a certain cell exceeds the published price for applicable service for that same cell, Customer will pay the published price for applicable service. If Customer has paid an amount in excess of the published rates for any applicable service designated by this agreement, the Postal Service will refund the difference between such Contract rates and published rates within forty-five (45) calendar days of one Party notifying the other Party of such payment discrepancy.

## II. Regulatory Review and Effective Date

This Contract is subject to approval by the Postal Service senior management and/or the Governors of the Postal Service and the Postal Regulatory Commission (the "Commission"). In accordance with Title 39 and the Commission's Rules of Practice and Procedure, and upon approval of the Postal Service Governors, the Postal Service will make required filings with the Commission. The effective date of this Contract will be three (3) business days following the day on which the Commission issues all necessary regulatory approvals. For purposes of this Contract, business days are defined as Monday through Friday, excluding federal holidays and days on which the Postal Service Headquarters is administratively closed.

## III. Expiration, Termination and Extension

A. Expiration, Termination. This Contract will begin on the effective date and continue until January 31, 2026 unless:

- (1) terminated by either Party for convenience with at least [REDACTED] notice to the other Party in writing;
- (2) terminated upon written notice if the other Party breaches any material term of this Contract and fails to cure such breach within [REDACTED] after receipt by the breaching Party of written notice from the non-breaching Party describing such breach. The right to terminate for cause will be in addition to and will not be in lieu of any other remedies available to the Parties hereunder or by law;
- (3) terminated at any time through written mutual agreement of the Parties;
- (4) renewed by mutual agreement in writing and subsequent approval by the Commission;
- (5) superseded by a subsequent contract between the Parties;
- (6) ordered terminated by the Postal Regulatory Commission;
- (7) ordered terminated by or a court; or
- (8) otherwise required to comply with subsequently enacted legislation [REDACTED]



[REDACTED]

[REDACTED]

Notwithstanding the foregoing, [REDACTED]

[REDACTED]. Neither Party will be subject to any liability solely as a result of such Party exercising its termination rights under this Section III.

- B. Extension. If, at the conclusion of this Contract term, both Parties agree that a successor Shipping Services Contract is being negotiated, this Contract will be extended for up to two (2) ninety (90) calendar day periods with official notification to the Commission at least seven (7) calendar days prior to the Contract's expiration date. Upon both Parties agreement to the extension, the rate escalation clauses will be implemented as set forth in Section I.I, throughout the extension period.

#### **IV. Appeals**

Customer may appeal a Postal Service decision regarding the calculation of prices, the amount of postage paid, or other implementation or operational issues under this Contract by submitting a written appeal via email, along with any and all supporting documentation, within thirty (30) calendar days of receipt of notification of the determination giving rise to the appeal to: [REDACTED]. The appeal will be forwarded to the Pricing and Classification Service Center (PCSC). Customer does not waive any appeal rights provided by federal law or Postal Service regulations. The PCSC manager issues the final agency decision. Any decision that is not appealed as prescribed becomes the final agency decision. The foregoing appeal process applies only to the issues identified above that arise from implementation of this Contract.

#### **V. Indemnification**

- A. The Postal Service hereby releases and will hold harmless, and indemnify Customer, each of its affiliates, and the respective directors, officers, Personnel, successors and assigns of any of the foregoing, from and against any loss, damage, settlement, cost, expense and any other liability (including reasonable attorneys' fees) arising out of or resulting from any third party allegation or claim based on or relating to (A) any personal injury, death, or property damage caused by an act or omission by the Postal Service, any of its affiliates, or any of the respective Personnel of any of the foregoing in connection with the provision of the services under this Contract, (B) any Postal Service breach of this Contract, or (C) gross negligence or willful misconduct of the Postal Service, any of its affiliates, or any of the respective Personnel of any of the foregoing (collectively, "Customer Indemnified Claims"). However, the foregoing does not apply to the extent such Customer Indemnified Claims result from Customer's negligence or willful misconduct. "Personnel" means the employees, contractors, subcontractors, agents and representatives of a person or entity.

- [REDACTED]
- B. Customer hereby releases and will hold harmless, and indemnify the Postal Service, each of its affiliates, and the respective directors, officers, Personnel, successors and assigns of any of the foregoing, from and against any loss, damage, settlement, cost, expense and any other liability (including reasonable attorneys' fees) arising out of or resulting from any third party allegation or claim based on or relating to gross negligence or willful misconduct of Customer, any of its affiliates, or any of the respective Personnel of any of the foregoing in connection with the tender of Contract Packages under this Contract (collectively, "Postal Service Indemnified Claims" and, together with Customer Indemnified Claims, "Claims"). However, the foregoing does not apply to the extent such Postal Service Indemnified Claims result from the Postal Service's negligent or willful misconduct.
  - C. The obligations under this Section V are independent of all other obligations under this Contract. An indemnifying party will not consent to the entry of any judgment or enter into any settlement without the indemnified party's prior written consent, which may not be unreasonably withheld.

## **VI. Confidentiality**

Neither Party will make public that the Parties have entered into a Contract or will make public the terms of this Contract, except to the extent required by law or as mutually agreed upon in writing by the Parties' duly authorized representatives (which in the case of Customer must be a Vice President). The Postal Service will request that the Commission, in executing its functions under the Act, not disclose: (1) the identity of Customer as a Party to this Contract, (2) the terms of this Contract, or (3) data supporting this Contract filed by the Postal Service, in accordance with the Commission's rules and practices, or data which could identify Customer.

The Parties agree that the terms and conditions of the Mutual Non-Disclosure Agreement between Customer and the Postal Service in effect as of the Effective Date (the "MNDA") are incorporated herein by reference and will apply to all Confidential Information (as defined in the MNDA and including but not limited to the pricing terms of this Contract and Customer's identity as a Party) disclosed by one Party to another.

Customer acknowledges that as part of securing approval of this Contract, the Contract and supporting documentation will be filed with the Postal Regulatory Commission in a docketed proceeding. The Postal Service will request from the Commission non-public treatment of information that the Postal Service deems to be eligible for protection from public disclosure when it files such material with the Commission, including Customer's identity, the terms of this Contract, and supporting data relating to postal costs, prices, and Customer's shipping profile. The Postal Service will redact such information from its public filing and provide Customer with such redacted document for review and comment prior to its filing. Unless disclosure of a matter relating to this Contract is required by applicable law, the form, substance, and timing of any press release or other public disclosure of such matter must be mutually agreed to by Customer and the Postal Service in writing. Consent to such disclosure may not be withheld unreasonably. When disclosure of a matter relating to this Contract is required by applicable

law, the disclosing Party must notify the non-disclosing Party, and the Parties will make reasonable efforts to cause a mutually agreeable disclosure to be issued.

Customer authorizes the Postal Service to determine the scope of information that must be made publicly available in the Commission's docketed proceeding. Customer further understands that any unredacted portion of this Contract or supporting information will be available on the Commission's public website, [www.prc.gov](http://www.prc.gov). The Postal Service will notify Customer of the docket number of the Commission proceeding once assigned. Customer has the right, in accordance with the Commission's rules, to address its confidentiality concerns directly with the Commission. Customer agrees to treat as confidential and not disclose to third parties absent express written consent by the Postal Service any information related to this Contract that is determined by the Commission to be non-public.

## **VII. Publicity**

Except for disclosures by Customer to facilitate transactions with individual customers, third party sellers, vendors and other business relations in the ordinary course of business of shipping options or shipment status with respect to shipments to or from such business relations, neither Party may use the name, trademarks or logo of the other Party in any way (including in promotional material) without such Party's advance written permission.

## **VIII. Limitations of Liability**

Neither Party is liable for indirect, special, or consequential damages or any loss of revenue, profits arising in connection with this Contract, even if it has been advised of the possibility of such damages. Further, neither Party's aggregate liability arising with respect to this Contract or the services provided hereunder will exceed, at any time, the total amounts paid or payable by Customer to the Postal Service pursuant to Section I.I, I.H, and I.L of this Contract during the previous twelve (12)-month period.

## **IX. Taxes**

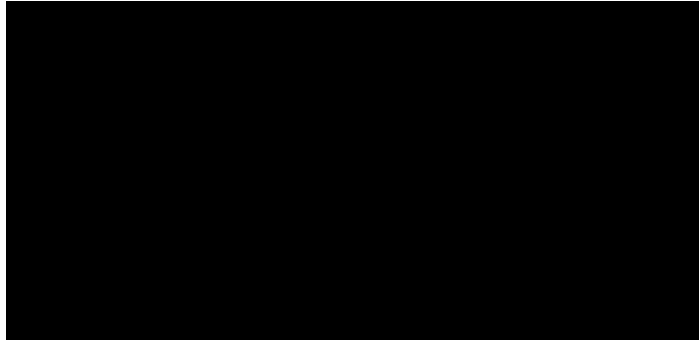
The Postal Service may charge and Customer will pay applicable national, state or local sales or use taxes or value added taxes that the Postal Service is legally obligated to charge ("Taxes"), provided that such Taxes are stated on the original invoice that the Postal Service provides to Customer and the Postal Service's invoices state such Taxes separately and meet the requirements for a valid tax invoice. Customer may provide the Postal Service with an exemption certificate or equivalent information acceptable to the relevant taxing authority, in which case, the Postal Service will not charge and or collect the Taxes covered by such certificate. Customer may deduct or withhold any taxes that Customer may be legally obligated to deduct or withhold from any amounts payable to the Postal Service under this Contract, and payment to the Postal Service as reduced by such deductions or withholdings will constitute full payment and settlement to the Postal Service of amounts payable under this Contract. Throughout the term of this Contract, the Postal Service will provide Customer with any forms, documents, or certifications as may be required for Customer to satisfy any information reporting or withholding tax obligations with respect to any payments under this Contract.

[REDACTED]

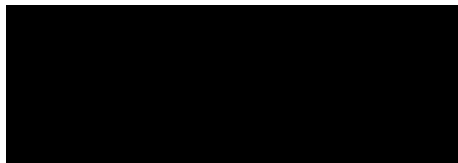
## **X. Notice**

Any notice or other communication to be provided to a Party hereunder must be in writing and sent via certified mail (with return receipt requested) or by email to the individual and at the address listed below unless otherwise specified by the Party in writing. Notices will be deemed given when received by the Party.

If to the Postal Service, to:



If to the Customer, to:



## **XI. Governing Law; Consent to Jurisdiction**

THE CONTRACT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH PRINCIPLES OF FEDERAL LAW; PROVIDED, THAT TO THE EXTENT FEDERAL LAW DOES NOT APPLY, THE INTERNAL LAWS OF [REDACTED], EXCLUDING ITS CONFLICTS OF LAW RULES, WILL APPLY. With respect to any suit, action or other proceedings relating to the Contract, the Postal Service and Customer each irrevocably (a) submit to the exclusive personal jurisdiction and venue in the federal courts in [REDACTED] and (b) waive any objection that it may have at any time to the laying of venue of any proceedings brought in such court, waive any claim that such proceedings have been brought in an inconvenient forum and further waive the right to object, with respect to such proceedings, that such court does not have personal jurisdiction over such Party.

## **XII. Force Majeure**

Neither Party will be liable for delays or failure to perform under this Contract if due to any cause or conditions beyond its reasonable control, including delays or failures due to acts of God, natural disasters, acts of civil or military authority, fire, flood, earthquake, wars, utility disruptions (shortage of power), judicial or governmental action, that Party will be excused from such to the extent that it is prevented, hindered or delayed by such causes; provided that the Party whose performance or attempts to cure is delayed or prevented gives the other Party written



notice thereof within five (5) business days of any such event or occurrence and exercises its best efforts to resume performance or cure as soon as possible.

### **XIII. Construction**

The headings of the Sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Contract. All Section and Exhibit references in this Contract are to Sections and Exhibits, respectively, of or to this Contract unless specified otherwise. Unless expressly stated otherwise, when used in this Contract the word “including” means “including but not limited to”. If any provision of this Contract is determined to be unenforceable in any jurisdiction, the Parties intend that this Contract be enforced in such jurisdiction as if the unenforceable provisions were not present and that any partially valid and enforceable provisions be enforced in such jurisdiction to the extent that they are enforceable, and further agree to substitute for the invalid provision a valid provision (with respect to such jurisdiction) which most closely approximates the intent and economic effect of the invalid provisions. The Parties have participated jointly in the negotiation and drafting of this Contract. If an ambiguity or question of intent or interpretation arises, this Contract will be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise or disfavor any Party by virtue of the authorship of any provisions of this Contract.

### **XIV. Third Party Beneficiaries**

This Contract will be binding upon the Parties hereto and their respective permitted assigns and successors in interest and will inure solely to the benefit of such Parties and their respective permitted assigns and successors in interest, and no other Person.

### **XV. Relationship**

Nothing in this Contract will be deemed or construed as creating a joint venture or partnership between the Parties. Neither Party is by virtue of this Contract authorized as an agent, employee, or legal representative of the other Party, and the relationship of the Parties is, and at all times will continue to be, that of independent contractors.

### **XVI. Amendments**

This Contract will not be amended except expressly, in writing, by authorized representatives of the Parties.

### **XVII. Assignment**

Neither Party may assign its rights under this Contract or, delegate its obligations hereunder, without the prior consent of the other, such consent is not to be unreasonably withheld. Notwithstanding the foregoing, Customer may assign this Contract without the Postal Service’s consent to any of its affiliates, or any entity in connection with a merger, sale of all or substantially all of the assets, or other similar transaction involving Customer. Customer will

[REDACTED]

provide notice to the Postal Service promptly following any such assignment. If necessary to maintain compliance with Commission approval or requirements following any such assignment, the Parties may negotiate in good faith to extend, modify or enter into a new contract applicable to the merged or acquired entity.

#### **XVIII. Waiver**

Any waiver by a Party will not constitute a waiver for any future occurrence. No waiver will be valid unless set forth in writing executed by the Party waiving such provision.

#### **XIX. Counterparts**

The Contract may be executed in any number of counterparts, all of which taken together will constitute one (1) single agreement between the Parties. A facsimile or other electronically or digitally transmitted copy of a signature on any counterpart will be deemed to be an original signature. The Contract constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties.

#### **XX. Escalation; Meet and Confer Procedures**

The Parties will resolve any dispute in relation to any aspect of, or failure to agree any matter arising in relation to, the Contract (a "Dispute") by attempting to resolve it as follows. During the dispute resolution process, any material changes or charges related to the Dispute will be suspended until such Dispute is resolved:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Notwithstanding the above or anything to the contrary in the Contract, nothing will preclude more rapid or alternative remedies being sought by either Party and, in particular, either Party will be entitled at any time to seek injunctive or urgent relief in connection with the Contract.

[REDACTED]

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IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be duly executed as of the later date below:

UNITED STATES POSTAL SERVICE

Signed by: DocuSigned by: Jacqueline Krage Strako CFB3805DEFA2408...

Printed Name: Jacqueline Krage Strako

Title: Chief Commerce and Business Solutions Officer and Executive Vice President

Date: November 25, 2020



[REDACTED]

Attachment A – [REDACTED]

Attachment B- [REDACTED]

Attachment C - [REDACTED]

Exhibit 1 – Pricing [REDACTED]

Exhibit 2 - Pricing [REDACTED]

Exhibit 3 – Pricing [REDACTED]

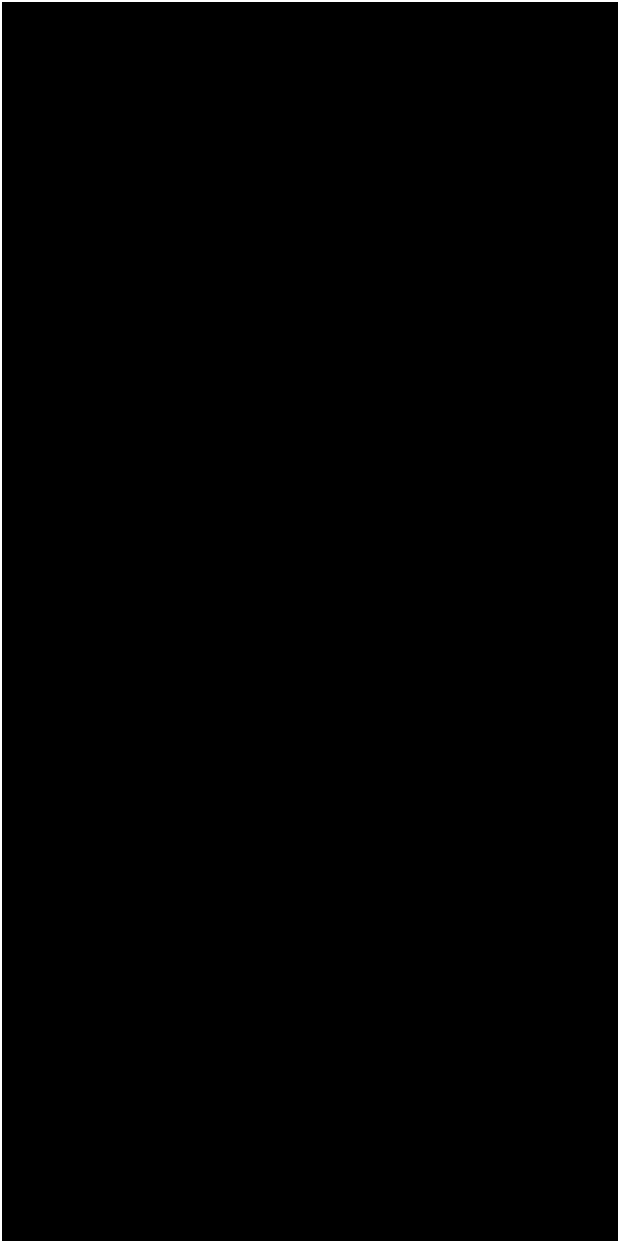
Schedule 1 – [REDACTED]

Schedule 2 – [REDACTED]

Schedule 3 – Foundational Ops MOU Terms

[Redacted]

Schedule 1 – [Redacted]

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[REDACTED]

Schedule 2 – [REDACTED]

[REDACTED]

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Schedule 3 – Foundational Ops MOU Terms

Routebook and Drop Window Parameters.

The Parties agree that packages that are Successfully Entered in accordance with this Ops MOU

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



























































































































































































































































































































































